

COUNTY OF ERATH       §  
                                      §  
STATE OF TEXAS       §

**INTERLOCAL AGREEMENT**  
**By and between**  
**ERATH COUNTY & CITY OF STEPHENVILLE**

This **Interlocal Agreement by and between Erath County, Texas and City of Stephenville, Texas** (“Agreement”) is executed as of this the \_\_\_\_ day of \_\_\_\_\_, and is made pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, said statute providing for the cooperation between local government bodies. Thus, do the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

**WHEREAS**, this Agreement is made under the authority of Sections 791.001-791.029 of the Texas Government Code;

**WHEREAS**, City of Stephenville, Texas, and Erath County, Texas, from time to time need to perform general maintenance and upkeep on roads or other City- or County-owned property or buildings. The City and the County from time to time may need help from the other to perform such jobs, by using each other’s equipment and/or manpower, depending on the job.

**WHEREAS**, Erath County and the City of Stephenville have each found that contracting for and with respect to the governmental services hereinafter described will result in increased efficiency and economy to the citizens of each such governmental entity; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodes find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

**NOW, THEREFORE**, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of Erath County and City of Stephenville, the parties contract, covenant and agree as follows:

**I.**

Upon request from the City of Stephenville, the County of Erath shall provide equipment and manpower to perform general maintenance or upkeep on roads and/or property owned by City of Stephenville, Texas. City of Stephenville agrees to indemnify Erath County, Texas, for any damages that result to the equipment or to others as a result of the performance of this work.

## II.

Upon request from Erath County, the City of Stephenville shall provide equipment and manpower to perform general maintenance or upkeep on roads and/or property owned by Erath County, Texas. Erath County, Texas, agrees to indemnify the City of Stephenville, Texas, for any damages that result to the equipment or to others as a result of the performance of this work.

## III.

The County Judge is hereby designated as the official representative of Erath County in all matters relating to this Agreement. The City Administrator is hereby designated as the official representative for the City of Stephenville in all matters relating to this Agreement. Either party may terminate the agreement for any reason with thirty (30) days written notice.

## IV.

This Agreement shall take effect upon execution by both signatories.

## V.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Erath County or City of Stephenville nor to create any legal rights or claim on behalf of any third party. Neither Erath County nor City of Stephenville waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

This Agreement may not be amended or modified except by written amendment executed by Erath County and City of Stephenville and authorized by their respective governing bodies.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their officers thereunto duly authorized as of the first date written above.

**ERATH COUNTY, TEXAS**

**CITY OF STEPHENVILLE, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brandon Huckabee

Name: \_\_\_\_\_

Title: County Judge

Title: \_\_\_\_\_